

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA
COURT FILE NO.: CV - _____**

Denis G. Clark Plaintiff, v. United Financial Service Defendan.	<u>COMPLAINT</u> <u>JURY TRIAL DEMANDED</u>
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JURISDICTION

1. Jurisdiction of this Court arises under 28 U.S.C. § 1331 and 15 U.S.C. § 1692k(d).
2. This action arises out of Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA").
3. Venue is proper in this District because the acts and transactions occurred here, Plaintiff resides here, and Defendant transacts business here.

PARTIES

4. Plaintiff Denis Clark is a natural person who resides in Allegheny County, Pennsylvania, and is a "consumer" as that term is defined by 15 U.S.C. § 1692a(3).
5. Defendant United Financial Service, (hereinafter "Defendant UFS") is a foreign corporation and a collection agency operating from an address of 2 Park Plaza , Suite 650, Irvine, California 92614 and is a "debt collector" as that term is defined by 15 U.S.C. § 1692a(6).

FACTUAL ALLEGATIONS

6. Plaintiff allegedly incurred a financial obligation that was primarily for personal, family or household purposes, that went into default for late payment, and is therefore a “debt” as that term is defined by 15 U.S.C. § 1692a(5), namely, a cell phone contract.
7. The Plaintiff’s alleged debt was consigned, placed or otherwise transferred to Defendant for collection from Plaintiff, when thereafter Plaintiff started receiving collection communications from Defendant in an attempt to collect this debt.
8. On or about October 26, 2006, Defendant , sent to Plaintiff via the United States Mail, the letter attached hereto as Exhibit “A”.
9. Although this letter contains a validation notice, that notice was contradicted, or overshadowed, and thus rendered ineffective by the following language:

Failure to resolve this matter could result in reporting of this unpaid account to the credit bureaus thirty days from the date of this letter.
10. This statement would confuse the least sophisticated consumer by creating a false sense of urgency as to whether the consumer must act before expiration of the 30-day validation period, or whether they have the full 30 days to dispute the validity of the debt.
11. This letter from Defendant to Plaintiff is a collection communication in violation of numerous and multiple provisions of the FDCPA, including but not limited to 15 U.S.C. §1692g, amongst others.

CAUSES OF ACTION

COUNT I.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. § 1692 et seq.

12. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
13. The foregoing intentional and negligent acts and omissions of Defendant constitute numerous and multiple violations of the FDCPA including, but not limited to, each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.
14. As a result of Defendant's violations of the FDCPA, Plaintiff is entitled to damages and reasonable attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendant:

COUNT I.

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

15 U.S.C. § 1692 et seq.

- for an award of damages;
- for an award of costs of litigation and reasonable attorney's fees and
- for such other and further relief as may be just and proper.

Respectfully submitted,

Dated: October 25, 2007

JEFFREY L. SUHER, P.C.

By: **s/Jeffrey L. Suher**
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